

Section SF 1449 - CONTINUATION SHEET

EVALUATION FACTOR**THIS REQUIREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS ONLY.**THE NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE FOR THIS ACQUISITION IS **811219**

THE SMALL BUSINESS SIZE STANDARD IS FOR THE FIRM TO HAVE EARNED NO MORE THAN \$6,000,000.00 DURING THE PRECEDING THREE (3) FISCAL YEARS.

PROVIDE THE CONTRACTOR'S DUNS NUMBER WITH QUOTATION _____

EVALUATION FACTORS: Quotes will be evaluated as to Price and Past Performance.

Past Performance - Acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.0000-4023 titled "PREAWARD DATA".

Central Contractor Registration (CCR) - Effective 1 June 1998, all contractors receiving Department of Defense (DoD) contract awards must be registered.

BASIS FOR AWARD: Award will be made to the responsible Central Contractor Registered small business whose price and past performance represents the best overall value to the Government.

DEPARTMENT OF LABOR WAGE DETERMINATION GENERAL DECISION NO. NC020032 IS APPLICABLE.**(Reference: <http://www.ceals.usace.army.mil/netahtml/wage.html>)**TE # 1 SCOPE OF WORKMAINTENANCE AND REPAIR OF SCALES
POSTWIDEITEM SUPPLIES/SERVICES QTY UNIT UNIT PRICE AMT0001 Maintain and repair of
Scales Post-Wide in
accordance with the
specifications included
herein, during the period
1 Oct 03 through 30 Sep 04.0001AA Weight-Tronix Scale 4 QTR _____
Indicator MDL: WI120
Serial Number : 003578
Base Model: N/A
Printer Model: WP240,
SN: 006273
LOCATION: ADRB HANGER,

Bldg. R-2261
(APC: IEPA)

0001AB Toledo Scale 4 QTR _____
Indicator Mdl: 8522-001
SN: 4331345-4XV
Base Model: N/A
Printer Model 8806-0001
SN: 2774602-2TV
LOCATION: Housing,
Bldg. 8-T-2926
(APC: IEAA)

0001AC Fairbanks Scale 4 QTR _____
Indicator MDL: 8140-1001
SN: 4293087-4RT
Base Model: N/A
Printer Model: N/A
LOCATION: Pike Field, Bldg. AT-6605
(APC: IEAA)

0001AE Mettler Toledo 4 QTR _____
Indicator Model: ltha-0000-000
SN: 504-7499-522
W/Score Board
Remote Display Model: IQF40
SN: 98-13239
Printer Model: CLC1400
SN: 1609
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0001AF Fairbanks Scale 4 QTR _____
Indicator Model 41-3162
SN: G0894266
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0001AG Western Scale 4 QTR _____
Indicator Model WP3000
SN: ST2733
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0001AH Thurman Scale 4 QTR _____
Indicator Model: 465
SN: K3171
Base Model: 8556-003 SN: 43676

Printer Model: SP2000 SN: 44284774-YX
LOCATION: Lamont Landfill
Bldg. 0-3553
(APC: IEAA)

0001AI Toledo Scale 4 QTR _____
Indication Model: LTHA-0000-000
SN: 4412237-4TX
Base Model: N/A
Printer Model: N/A
Location: Range 19
Bldg. 0-1900
(APC: ILQA)

0001AJ Fairbanks Scale 4 QTR _____
Indicator Model: PTHN1000000
SN: 5001637-5NZ
Base Model: N/A
Printer Model: N/A
LOCATION: Wildlife, Bldg. 0-9120
(APC: IJAA)

0001AK Fairbanks Scale 4 QTR _____
Indicator Model: H70-4601
SN: G929335
Base Model: N/A
Printer Model: N/A
LOCATION: Wildlife License Office,
Bldg. O-9034
(APC: IGAA)

0001AL Western Scale 4 QTR _____
Indicator Model WP-2000
SN: 120580-10
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, J-1737
(APC: FEQN)

0001AM Toledo Scale 4 QTR _____
Indicator Model: 8140-1011
SN: 4146813-4VM
Base Model: 2155-0165 SN: 5869631-5SM
Printer Model: N/A
LOCATION: Knox Street Storage
Bldg. Y-5015
(APC: IEQA)

0001AN Mettler – Toledo Floor Scale 4 QTR _____
Model: 2158-002023A
SN: 1057858-1RX
Lynx Dig Terminal LTHA-0000

SN: 44129764TX
 LOCATION: Hazardous Waste Office,
 Bldg 3-1937
 (APC: IGAA)

0001AO Indicator Model: JTPA-A701 4 QTR _____
 (4 each) Serial Numbers: 5109211-5LA,
 5109213-5LA, 5109172-5LA, 5109195-5LA.
 Printer Model: 8845-0001 (4 each)
 Serial Numbers: 5109347-SLA, 5109361-SLA,
 5109363-SLA, 5109362-SLA. Mettler
 Toledo Truck Scales Platforms (4 each)
 Model Number: WIM (weigh in motion) Left
 Side #1A (2 each) Right Side #2A (2 each)
 No serial number. Mettler Toledo Truck
 Scales Platforms. Static (4 each) Model
 Number: 7563MO-7014A. Serial Numbers:
 1094800-1EB, 1094801-1EB, 1094802-1EB,
 1094803-1EB. Each weight scale, System
 consist of a reader, printer and 2 (ea)
 scale platforms
 LOCATION: Green Ramp
 Bldg: W-1967
 (APC: IGAA)

0001AP Non Fair Wear and Tear Damage: 1 LS _____
 This includes damage due to
 lightning, flood and water
 infiltration. NOTE: COR must
 inspect prior to repair
 to invoice under this line item.
 (APC: IEAA)
 Contractors price shall include:
 Price Per Hour
 Regular Hours
 Overtime Per Hour
 Price Per Mile

0001AQ Repair Parts 1 LS _____
 (APC: IEAA)
 Parts will be separately priced
 and invoiced per Paragraph 14c and 15.

0002 Maintain and repair of
 Scales Post-Wide in
 accordance with the
 specifications included
 herein, during the period
 1 Oct 04 through 30 Sep 05.

0002AA Toledo Scale 4 QTR _____
 Indication Model: LTHA-0000-000

SN: 4412237-4TX
Base Model: N/A
Printer Model: N/A
Location: Range 19
Bldg. 0-1900
(APC: ILQA)

0002AB Weight-Tronix Scale 4 QTR _____
Indicator MDL: WI120
Serial Number : 003578
Base Model: N/A
Printer Model: WP240,
SN: 006273
LOCATION: ADRB HANGER,
Bldg. R-2261
(APC: IEPA)

0002AC Toledo Scale 4 QTR _____
Indicator Mdl: 8522-001
SN: 4331345-4XV
Base Model: N/A
Printer Model 8806-0001
SN: 2774602-2TV
LOCATION: Housing,
Bldg. 8-T-2926
(APC: IEAA)

0002AC Fairbanks Scale 4 QTR _____
Indicator MDL: 8140-1001
SN: 4293087-4RT
Base Model: N/A
Printer Model: N/A
LOCATION: Pike Field, Bldg. AT-6605
(APC: IEAA)

0002AD Mettler Toledo 4 QTR _____
Indicator Model: ltha-0000-000
SN: 504-7499-522
W/Score Board
Remote Display Model: IQF40
SN: 98-13239
Printer Model: CLC1400
SN: 1609
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0002AE Fairbanks Scale 4 QTR _____
Indicator Model 41-3162
SN: G0894266
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, Bldg. J-1334

(APC: FEQN)

0002AF Western Scale 4 QTR _____
Indicator Model WP3000
SN: ST2733
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0002AG Thurman Scale 4 QTR _____
Indicator Model: 465
SN: K3171
Base Model: 8556-003 SN: 43676
Printer Model: SP2000 SN: 44284774-YX
LOCATION: Lamont Landfill
Bldg. 0-3553
(APC: IEAA)

0002AH Fairbanks Scale 4 QTR _____
Indicator Model: PTHN1000000
SN: 5001637-5NZ
Base Model: N/A
Printer Model: N/A
LOCATION: Wildlife, Bldg. 0-9120
(APC: IJAA)

0002AK Fairbanks Scale 4 QTR _____
Indicator Model: H70-4601
SN: G929335
Base Model: N/A
Printer Model: N/A
LOCATION: Wildlife License Office,
Bldg. O-9034
(APC: IGAA)

0002AL Western Scale 4 QTR _____
Indicator Model WP-2000
SN: 120580-10
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, J-1737
(APC: FEQN)

0002AM Toledo Scale 4 QTR _____
Indicator Model: 8140-1011
SN: 4146813-4VM
Base Model: 2155-0165 SN: 5869631-5SM
Printer Model: N/A
LOCATION: Knox Street Storage
Bldg. Y-5015

(APC: IEQA)

0002AN Mettler – Toledo Floor Scale 4 QTR _____

Model: 2158-002023A

SN: 1057858-1RX

Lynx Dig Terminal LTHA-0000

SN: 44129764TX

LOCATION: Hazardous Waste Office,
Bldg 3-1937

(APC: IGAA)

0002AO Indicator Model: JTPA-A701 4 QTR _____

(4 each) Serial Numbers: 5109211-5LA,
5109213-5LA, 5109172-5LA, 5109195-5LA.

Printer Model: 8845-0001 (4 each)

Serial Numbers: 5109347-SLA, 5109361-SLA,
5109363-SLA, 5109362-SLA. Mettler

Toledo Truck Scales Platforms (4 each)

Model Number: WIM (weigh in motion) Left

Side #1A (2 each) Right Side #2A (2 each)

No serial number. Mettler Toledo Truck

Scales Platforms. Static (4 each) Model

Number: 7563MO-7014A. Serial Numbers:

1094800-1EB, 1094801-1EB, 1094802-1EB,

1094803-1EB. Each weight scale, System

consist of a reader, printer and 2 (ea)

scale platforms

LOCATION: Green Ramp

Bldg: W-1967

(APC: IGAA)

0002AP Non Fair Wear and Tear Damage: 1 LS _____

This includes damage due to
lightning, flood and water
infiltration. NOTE: COR must
inspect prior to repair
to invoice under this line item.

(APC: IEAA)

Contractors price shall include:

Price Per Hour

Regular Hours

Overtime Per Hour

Price Per Mile

0002AQ Repair Parts 1 LS _____

(APC: IEAA)

Parts will be separately priced

and invoiced per Paragraph 14c and 15.

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Scales Post-Wide in

accordance with the

specifications included

herein, during the period
1 Oct 05 through 30 Sep 06.

0003AA Weight-Tronix Scale 4 QTR _____
Indicator MDL: WI120
Serial Number : 003578
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SN: 006273
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SN: 4331345-4XV
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SN: 2774602-2TV
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Indicator Model 41-3162
SN: G0894266
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Indicator Model WP3000

SN: ST2733
Base Model: N/A
Printer Model: N/A
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SN: K3171
Base Model: 8556-003 SN: 43676
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SN: 4412237-4TX
Base Model: N/A
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(APC: IEAA)
 Contractors price shall include:
 Price Per Hour
 Regular Hours
 Overtime Per Hour
 Price Per Mile

0003AQ Repair Parts 1 LS _____

(APC: IEAA)
 Parts will be separately priced
 and invoiced per Paragraph 14c and 15.

MAINTENANCE AND REPAIR OF SCALES, POSTWIDE

1. GENERAL: The Contractor shall furnish all labor, material, parts, equipment and transportation necessary to perform the necessary maintenance and repair of any and all components pertaining to the Government owned scales, post wide as indicated in schedule B, to insure that the scales are fully operational and functional as to their designed and intended purpose. Contractor shall be experienced and qualified for this type work and shall have a sufficient number of qualified and experienced personnel to perform the requirements of this contract. A pre work conference shall be required for this contract.

2. HOURS OF WORK: The Contractor shall perform maintenance, repairs and preventive maintenance as prescribed below:

- a. The Contractor shall provide emergency repair service on the following 6 scales:

LINE ITEM #	LOCATION
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0001AA	ADRB Hanger
0001AH	Lamont Landfill
0001AC	Pike Field
0001AI	Range 19

Emergency repair service shall be provided 24 hours a day, 7 days per week, Saturdays, Sundays and Government holidays inclusive. The Contractor shall respond within 2 hours of receipt of oral or written notification of equipment failure or improper functioning, regardless of the cause, and complete repairs within 8 hours of notification, unless additional time is approved by the Contracting Officer, COR, or Chief, Contract Services Branch.

b. The Contractor shall provide repair service on all other scales listed in schedule B, that are not listed in paragraph 2a, Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m.. The Contractor shall respond on site within 4 hours of receipt of oral or written notification of equipment failure or improper functioning, regardless of the cause, and complete repairs within 24 hours of notification, unless additional time is approved by the Contracting Officer, COR, or Chief, Contract Services Branch.

c. The Contractor shall develop and provide, to the COR, a schedule for preventive maintenance on all scales. The Contractor shall accomplish preventive maintenance inspection, testing, cleaning, lubricating, adjusting and repair and replacement of worn and broken parts on all scales listed in schedule B, between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. Preventive maintenance shall be accomplished on each scale, once each 3 month period (quarterly). The Contractor shall coordinate a time for the service with the responsible person for each scale to be serviced.

3. LOCATION: Fort Bragg, North Carolina. Buildings number of exact locations of scales are listed in schedule B.

4. INSPECTION: Inspections will be performed by the Director of Public Works Business Center (DPWBC), Facility Maintenance Branch. The Contractor shall notify the COR or Chief, Facility Maintenance Branch, telephone (910) 432-6352, at least 3 days prior to starting the quarterly preventive maintenance work. Contractor shall provide a quarterly preventive maintenance schedule to the COR and update when necessary.

5. QUALITY OF WORK: The Contractor shall accomplish all work skillfully, professionally, and in accordance with the highest industry standards. Contractor shall perform all work in accordance with manufacturer recommendations for the type components and scales being used. Contractor shall cause the least possible disturbance to the using service during maintenance, inspections, testing and repairs.

6. CLEANUP: The Contractor shall remove all trash, debris, or surplus materials from the job site. The job site shall be left clean of all debris when all work is completed. Contractor shall maintain a clean and safe working environment at all times.

7. SAFETY: The Contractor shall conform to all OSHA safety requirements, EM 385-1-1, and local and State safety requirements. Contractor shall follow Ft. Bragg rules and regulations while on the installation, to include Ft. Bragg and State traffic and vehicular laws.

8. EMERGENCY TELEPHONE NUMBERS: The Contractor shall provide to the Chief, Facility Maintenance Branch and the COR, prior to contract start up, "during normal duty hours" (Monday through Friday, 7:30 a.m. to 4:00 p.m.) telephone number and point of contact and an "after duty hours" (to include evenings, nights, weekends and Federal Holidays) telephone number and point of contact. Answering machines or voice mail is not considered an acceptable point of contact.

9. DAMAGES: The Contractor shall be liable for any and all damages or losses caused through fault or negligence of his agents and/or employees.

10. CONTRACTORS PERSONNEL: Contractor personnel shall wear distinctive clothing bearing the company's name, and wear an identification badge displaying the company's name, employees name, description, title and a picture of the employee. It must be clearly displayed at all times while working at Ft. Bragg. Contractor's personnel shall be as neat and clean as practicable; shall conduct themselves in a proper, efficient manner, and shall cause the least possible annoyance and disturbance to the using service. The Contractor shall be responsible for the supervision and conduct of his employees. Contractors personnel shall be experienced, qualified and capable of performing maintenance and repairs as required by this contract. Contractor shall submit a list of badge numbers with names of employees and update when necessary, to the COR.

11. QUALITY CONTROL/QUALITY ASSURANCE:

a. Contractor shall identify an individual that is to be his Quality Control Manager.

b. Quality Control Plan. The Contractor shall implement and maintain a Quality Control Plan that identifies and results in corrections of potential and actual problem areas throughout the entire scope of the contract. The Contractor's Quality Control Plan shall:

(1) Be structured so as not to be influenced by any other part of the Contractor's organization.

(2) Be directly accountable to the Contractor's top management.

(3) Contain methods of direct and indirect communication with the Government's Contracting Officer regarding performance of the contract.

(4) Contain processes for corrective action without dependence upon Government direction.

(5) Include a customer feedback program.

(6) Maintain records of all Contractor quality control checks and corrective actions.

c. Include as a minimum:

- (1) Internal work performance standards.
- (2) Productivity measurement and work control system.
- (3) Property management and accountability procedures (including Government provided property and contractor acquired property including expendable).
- (4) Data collection, documentation and reporting procedures.

12. CONTRACTORS VEHICLES: Contractors vehicles used in the performance of this contract shall have the company name, phone number and logo easily identifiable on both sides of the vehicle. Contractor shall sign for a PWBC permit for work within the PWBC compound.

13. REPORTS AND FORMS: The Contractor shall provide the following reports and forms:

a. Preventive Maintenance Report: The Contractor shall provide to the COR, a combined report of all preventive maintenance work performed, showing the date, time maintenance started and completed and location of the system where work was performed, to include building number, any signs of tampering, abuse, or non fair wear and tear, and the findings of the scales condition. The Contractor shall attach the original copy of the preventive maintenance inspection forms to the report. The inspection forms shall include work accomplished, any adjustments or repairs made, and a list of any components or parts which were repaired and/or replaced and why. The inspection forms shall also include the name and signature of the service technician or technicians performing the maintenance, date of service, time of arrival and time of departure. The Contractor shall ask the responsible person or their representative to sign the contractors inspection form upon completion of the preventive maintenance service if they are readily available. This report is due to the COR within 5 work days of the month following the month in which the work was scheduled.

b. Repair Service Report: The Contractor shall provide to the COR a combined repair service report on each service call received during the month within 5 working days of the month following the month in which the work was performed. The report shall include the date, and time the call was received, line item number, work order number, nature of the call, the response time, time of completion, requesters name, location of the scale, to include building number, the fault with the scale, and the work required to bring the scale back to operation. This shall include a list of any parts and components used in the repair of the scale. The Contractor shall attach the original copy of the repair service work order for each repair call to the report. The repair service work order shall include the date of the service, time of receipt, time of arrival, time of departure, and the name and signature of the service technician or technicians performing the repairs. The Contractor shall request the responsible person for the scales, or their responsible representative, to sign the repair service work order when the system is returned to full operation and all work has been completed. The technician shall also annotate on the work order, the time and name of the individual notified that the scale is back in operation.

c. Preventive Maintenance Inspection Form: The Contractor shall furnish and provide a Preventive Maintenance Inspection Form for use during the quarterly preventive maintenance work. The form shall be of the contractors design, and shall show all information necessary to insure that all parts, components, and equipment have been tested, inspected, lubricated and when necessary, adjusted, repaired, or replaced. The forms shall be numbered numerically in sequence. This form shall include all other information as required by this contract for Preventive Maintenance and paragraph 13.a. The Preventive Maintenance Inspection Form shall be submitted for approval by the COR and the Contracting Officer Prior to the contract start date.

d. Repair Service Work Order Form: The Contractor shall furnish and provide a Repair Service Work Order Form for use when responding to repair service calls. The form shall be of the Contractors design and shall show all information necessary as required by this contract and paragraph 13.b. The forms shall be numbered numerically in

sequence. The Repair Service Work Order Form shall be submitted for approval by the COR and the Contracting Officer prior to contract start date.

14. SCOPE OF WORK: The Contractor shall accomplish all work skillfully and professionally. Contractor shall perform all work in accordance with the manufacturers recommendations for the type scale and components for which work is being performed.

a. The Contractor shall perform preventive maintenance/repair as follows: Not less than once each 3 month period (quarterly), each scale shall be inspected, tested, cleaned, lubricated, adjusted and if required, repair and/or replace worn or damaged components or parts. Each scale shall be tried and tested to assure correct and proper operation, and calibration. Any failure in the scale shall be corrected immediately by adjustment, repair, or replacement of any and all defective or failed components or parts of the scale in order to bring the scale to a fully operational condition. The Contractor shall, at all times, notify the using service responsible for the scales prior to maintenance beginning, and after completion and the system is in full operation.

(1) The Contractor shall provide a report as specified in paragraph 13.a, to the COR.

(2) The Contractor shall have the scales that the maintenance is being performed on, completely operational prior to departing the site, on the same day the maintenance is being performed, unless there are repairs required that cannot be reasonably made at that time, and only when approved by the Contracting Officer, the COR, or the Chief, Facilities Maintenance Branch, PWBC.

(3) The Contractor shall submit a preventive maintenance schedule to the COR for approval, 30 days prior to beginning each schedule maintenance. The schedule shall show the line item number, location of the scales, and the date the scales are scheduled.

b. The Contractor shall respond and provide repair service as follows:

(1) The Contractor shall respond to all calls and make necessary repairs, adjustments, or replacements to the scales, regardless of the cause or the number of times the scales have a failure, malfunction, or improper operation, when notified by one of the authorized persons as identified herein. If service and repairs of scales and components as required in this contract cannot reasonably be performed on the site, the contractor shall be responsible for transporting them to and from his plant, or the location required, to have these services and repairs accomplished at no additional cost to the Government. The COR shall be notified immediately prior to any scale or it's components are to be transported off the installation. The Contractor shall notify the COR when the new replacement or repaired equipment is ready for installation or re-installation.

(2) The Contractor shall be responsible for the repair and/or replacement of any and all worn, defective and/or unserviceable components and parts of any of the scales except as identified in this contract. Parts, materials, and component repair and replacements shall be at the contractor's expense. Parts, materials, and components used for replacement shall be manufacturer recommended replacements. Items that are equal to or exceed the specifications recommended by the manufacturer and that are compatible with the scales shall be acceptable when approved by the COR prior to use. Call-backs for repair service for any reason, regardless of the number of times shall be at no additional cost to the Government, with the exception of causes for which the contractor has no control, i.e.,; acts of God, fire, water infiltration, or as determined by the COR or the Contracting Officer. The Contractor is forewarned that there may be calls for repair service or resetting of scales due to user error or after the restoration of power lost during electrical storms. This shall be considered repair service and at no additional cost to the Government, unless determined so by the COR or the Contracting Officer.

(3)Emergency Repair Service. The Contractor shall provide emergency repair service 24 hours a day, 7 days a week, Saturdays, Sundays and Government holidays inclusive, upon receipt of oral or written notification of equipment failure or improper functioning of the following 6 scales, components or part regardless of cause:

LINE ITEM #	LOCATION
0001AA	ADRB Hanger
0001AH	Lamont Landfill
0001AC	Pike Field
0001AI	Range 19

The Contractor shall respond to all calls with experienced, qualified technicians within 2 hours of notification, and complete all required repairs and/or adjustments to make the scales completely operational within the shortest, most reasonable time possible, by the most expedient method available, not to exceed 8 hours after notification without approval of the Contracting Officer, COR, or the Chief, Contract Inspection Branch. More time may be allowed only when there are delays due to circumstances beyond the contractors control, i.e., severity of damage to scales, acquisition of special parts, non-accessibility to the equipment, etc. Notification to the Contractor may be made by the Contracting Officer, COR, alternate COR, Chief, Contract Services Branch, Duty Officer or other authorized persons of the using service, or others as designated by the Contracting Officer. If these scales cannot be repaired within 4 hours after response has been made, the Contractor shall immediately notify the Chief, Contract Services Branch, PWBC, and the COR. Phone numbers for contacting these individuals after normal duty hours, weekends and holidays shall be furnished to the Contractor after contract award. Every effort shall be made to restore the scales to normal operation in the shortest time. The duty officer or other responsible person at the site of the scales shall be notified by the Contractor of the estimated time required to service, adjust, and restore normal operation of the scales after an initial inspection has been made by the service technician. The Contractor shall immediately notify the COR or the Chief, Contract Inspection Branch if the scale or any component must be removed to the Contractors site or other location for repairs prior to its removal. The service technician shall notify the duty officer or other responsible person at the site of the scales, and the Chief, Contract Inspection Branch and the COR if they have been contacted, when the scale has been repaired and is fully operational again, prior to departing the site.

(4) Routine Repair Service. The Contractor shall provide routine repair service to all scales listed in schedule B, that are not listed in paragraph 14.b.(3) Monday through Friday 7:30 a.m. to 4:00 p.m., upon receipt of oral or written notification of equipment failure or improper functioning of any scale, component or part, regardless of cause. The Contractor shall respond to all calls within 4 hours of notification, and complete all required repairs and/or adjustments to make the scales completely operational as soon as reasonably possible, but not to exceed 24 hours after notification without approval of the Contracting Officer, COR or Chief, Contract Services Branch.. Additional time may be approved under the same conditions as those listed in paragraph 14.b.(3). The responsible person at the site of the scales, and the COR, shall be notified by the Contractor of the estimated time required to bring the scales back to normal operation after an initial inspection has been made by the service technician. If the scale cannot be repaired at the time of the initial response, or the scale or components must be removed to the contractors site or other location for repairs, the Contractor shall immediately notify the responsible person at the site of the scales, and the COR of the Chief, Contract Services Branch. Every effort shall be made to restore the scales to normal operation in the shortest possible time. The service technician shall notify the responsible person at the site of the scales, and the COR or the Chief, Contract Services Branch when the scale has been repaired and is fully operational again, prior to departing the site.

(5) The Contractor shall provide a repair service report as identified in paragraph 13.b., to the COR.

c. The Contractor shall immediately report any repairs, malfunctions, or any problem incurred which was a result of abuse, neglect, or not fair wear and tear on the scales or components and the probable cause to the COR or the Chief, Contract Services Branch.

(1) Repairs made that are a result of non-fair wear and tear damage to include, lightning, flood and water infiltration, will be inspected and repairs approved by the COR prior to repairs being made.

(2) Non Fair Wear and Tear repairs shall be invoiced separately.

d. Any major delays or potential problems incurred by the Contractor during the performance of this contract shall be immediately brought to the attention of the COR or the Chief, Contract Services Branch at the time of occurrence.

e. The Contractor shall notify the COR of any equipment replaced, or removed for repairs during the term of this contract.

15. PARTS EXCLUDED: The Contractor shall furnish, but, shall not be required to incur the parts cost for the following items as part of the requirements of this contract. The Contractor shall, however, install the following items at no additional cost to the Government, when requested by the Government. The Cost of these items shall be invoiced by the Contractor to the Government, separately, as they occur. The cost of these items shall not exceed the cost which would normally be charged to the public for the same or similar items.

a. The items are as follows:

(1) Ink Ribbons/Cartridges

(2) Lamps & Light Bulbs.

16. DEDUCTIONS:

a. Preventive Maintenance: If the Contractor fails to perform quarterly preventive maintenance as prescribed in the requirements of this contract, the monthly payment due the Contractor shall be reduced by an amount equal to 1/16th of the quarterly amount due, for each day the service is late and/or for each scale that has not had the preventive maintenance performed in accordance with the requirements of this contract. Any part of a day shall be considered one day.

b. Repair Service: If the Contractor fails to meet the repair response and/or completion times as specified in this contract for repair service, or fails to repair the scale as required in this contract, the quarterly payment due the Contractor shall be reduced by an amount equal to 1/10th of the quarterly amount due, for each scale not repaired in accordance with the requirements of this contract, and/or for each hour exceeding the time specified in this contract that the scale was late in becoming fully operational in accordance with the requirements of this contract. Any part of an hour shall be considered one hour.

**MAINTENANCE AND REPAIR OF SCALES
POSTWIDE
BID SCHEDULE**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMT
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0001 Maintain and repair of
Scales Post-Wide in
accordance with the
specifications included
herein, during the period
1 Oct 03 through 30 Sep 04.

0001AA Weight-Tronix Scale 4 QTR
Indicator MDL: WI120
Serial Number : 003578
Base Model: N/A
Printer Model: WP240,
SN: 006273
LOCATION: ADRB HANGER,
Bldg. R-2261
(APC: IEPA)

0001AB Toledo Scale 4 QTR
Indicator Mdl: 8522-001
SN: 4331345-4XV
Base Model: N/A
Printer Model 8806-0001
SN: 2774602-2TV
LOCATION: Housing,
Bldg. 8-T-2926
(APC: IEAA)

0001AC Fairbanks Scale 4 QTR
Indicator MDL: 8140-1001
SN: 4293087-4RT
Base Model: N/A
Printer Model: N/A
LOCATION: Pike Field, Bldg. AT-6605
(APC: IEAA)

0001AD Detector Scale 4 QTR
Indicator Model 6800
SN: 9003-40B
Base Model: N/A
Printer Model: N/A
LOCATION: SAAF, Bldg. P-4539
(APC: IJAA)

0001AE Mettler Toledo 4 QTR
Indicator Model: ltha-0000-000

SN: 504-7499-522
W/Score Board
Remote Display Model: IQF40
SN: 98-13239
Printer Model: CLC1400
SN: 1609
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0001AF Fairbanks Scale 4 QTR
Indicator Model 41-3162
SN: G0894266
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0001AG Western Scale 4 QTR
Indicator Model WP3000
SN: ST2733
Base Model: N/A
Printer Model: N/A
LOCATION: DRMO, Bldg. J-1334
(APC: FEQN)

0001AH Thurman Scale 4 QTR
Indicator Model: 465
SN: K3171
Base Model: 8556-003 SN: 43676
Printer Model: SP2000 SN: 44284774-YX
LOCATION: Lamont Landfill
Bldg. 0-3553
(APC: IEAA)

0001AI Toledo Scale 4 QTR
Indication Model: LTHA-0000-000
SN: 4412237-4TX
Base Model: N/A
Printer Model: N/A
Location: Range 19
Bldg. 0-1900
(APC: ILQA)

0001AJ Fairbanks Scale 4 QTR
Indicator Model: PTHN1000000
SN: 5001637-5NZ
Base Model: N/A
Printer Model: N/A
LOCATION: Wildlife, Bldg. 0-9120
(APC: IJAA)

0001AK Fairbanks Scale 4 QTR

Indicator Model: H70-4601
 SN: G929335
 Base Model: N/A
 Printer Model: N/A
 LOCATION: Wildlife License Office,
 Bldg. O-9034
 (APC: IGAA)

0001AL Western Scale 4 QTR
 Indicator Model WP-2000
 SN: 120580-10
 Base Model: N/A
 Printer Model: N/A
 LOCATION: DRMO, J-1737
 (APC: FEQN)

0001AM Toledo Scale 4 Qtr
 Indicator Model: 8140-1011
 SN: 4146813-4VM
 Base Model: 2155-0165 SN: 5869631-5SM
 Printer Model: N/A
 LOCATION: Knox Street Storage
 Bldg. Y-5015
 (APC: IEQA)

0001AN Toledo Scale Wall Mount 4 QTR
 Indicator Model: 8140-1001
 SN: 4379731-4PW
 Base Model: N/A
 Printer Model: N/A
 LOCATION: Green Ramp Left Side
 Bldg. W-2031
 (APC: IGAA)

0001AO Mettler – Toledo Floor Scale 4 QTR
 Model: 2158-002023A
 SN: 1057858-1RX
 Lynx Dig Terminal LTHA-0000
 SN: 44129764TX
 LOCATION: Hazardous Waste Office,
 Bldg 3-1937
 (APC: IGAA)

0001AP Indicator Model: JTPA-A701 4 QTR
 (4 each) Serial Numbers: 5109211-5LA,
 5109213-5LA, 5109172-5LA, 5109195-5LA.
 Printer Model: 8845-0001 (4 each)
 Serial Numbers: 5109347-SLA, 5109361-SLA,
 5109363-SLA, 5109362-SLA. Mettler
 Toledo Truck Scales Platforms (4 each)
 Model Number: WIM (weigh in motion) Left
 Side #1A (2 each) Right Side #2A (2 each)
 No serial number. Mettler Toledo Truck

Scales Platforms. Static (4 each) Model
Number: 7563MO-7014A. Serial Numbers:
1094800-1EB, 1094801-1EB, 1094802-1EB,
1094803-1EB. Each weight scale, System
consist of a reader, printer and 2 (ea)
scale platforms
LOCATION: Green Ramp
Bldg: W-1967
(APC: IGAA)

0001AQ Non Fair Wear and Tear Damage: 1 LS
This includes damage due to
lightning, flood and water
infiltration. NOTE: COR must
inspect prior to repair
to invoice under this line item.

(APC: IEAA)
Contractors price shall include:
Price Per Hour
Regular Hours
Overtime Per Hour
Price Per Mile

0001AR Repair Parts 1 LS
(APC: IEAA)
Parts will be separately priced
and invoiced per Paragraph 14c and 15.

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC,FAYETTEVILLE

WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC,FAYETTEVILLE	
REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL	
	WASHINGTON D.C. 20210
William W.Gross	Division of
Director	Wage Determinations
	Wage Determination No.: 1994-2393
	Revision No.: 25
	Date Of Last Revision: 05/30/2003

States: **North Carolina**, South Carolina

Area: **North Carolina** Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus,
Craven, **Cumberland**, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee,
Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond,
Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson
South Carolina Counties of Dillon, Horry, Marion, Marlboro

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.70
01012 - Accounting Clerk II	11.43
01013 - Accounting Clerk III	14.00
01014 - Accounting Clerk IV	15.65
01030 - Court Reporter	12.58
01050 - Dispatcher, Motor Vehicle	13.93
01060 - Document Preparation Clerk	10.02
01070 - Messenger (Courier)	7.69
01090 - Duplicating Machine Operator	10.02
01110 - Film/Tape Librarian	9.51
01115 - General Clerk I	7.75
01116 - General Clerk II	8.74
01117 - General Clerk III	9.53
01118 - General Clerk IV	10.69
01120 - Housing Referral Assistant	17.23
01131 - Key Entry Operator I	9.69
01132 - Key Entry Operator II	10.55
01191 - Order Clerk I	9.84
01192 - Order Clerk II	10.74
01261 - Personnel Assistant (Employment) I	9.30
01262 - Personnel Assistant (Employment) II	10.44
01263 - Personnel Assistant (Employment) III	12.20
01264 - Personnel Assistant (Employment) IV	15.79
01270 - Production Control Clerk	13.60
01290 - Rental Clerk	9.33
01300 - Scheduler, Maintenance	10.35
01311 - Secretary I	10.35
01312 - Secretary II	13.31
01313 - Secretary III	16.50
01314 - Secretary IV	18.33
01315 - Secretary V	20.28
01320 - Service Order Dispatcher	9.84
01341 - Stenographer I	8.71
01342 - Stenographer II	9.79
01400 - Supply Technician	19.14
01420 - Survey Worker (Interviewer)	11.57
01460 - Switchboard Operator-Receptionist	9.08
01510 - Test Examiner	13.31
01520 - Test Proctor	13.31
01531 - Travel Clerk I	9.39
01532 - Travel Clerk II	10.03
01533 - Travel Clerk III	10.71
01611 - Word Processor I	10.02
01612 - Word Processor II	11.25
01613 - Word Processor III	13.16
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.89
03041 - Computer Operator I	12.61
03042 - Computer Operator II	14.55

03043 - Computer Operator III	17.66
03044 - Computer Operator IV	18.22
03045 - Computer Operator V	20.18
03071 - Computer Programmer I (1)	14.13
03072 - Computer Programmer II (1)	17.40
03073 - Computer Programmer III (1)	20.79
03074 - Computer Programmer IV (1)	23.68
03101 - Computer Systems Analyst I (1)	19.95
03102 - Computer Systems Analyst II (1)	23.88
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.32
05010 - Automotive Glass Installer	13.57
05040 - Automotive Worker	13.57
05070 - Electrician, Automotive	15.06
05100 - Mobile Equipment Servicer	12.09
05130 - Motor Equipment Metal Mechanic	15.06
05160 - Motor Equipment Metal Worker	13.57
05190 - Motor Vehicle Mechanic	15.06
05220 - Motor Vehicle Mechanic Helper	11.33
05250 - Motor Vehicle Upholstery Worker	13.57
05280 - Motor Vehicle Wrecker	13.57
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	13.57
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	15.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.48
07010 - Baker	13.08
07041 - Cook I	11.58
07042 - Cook II	13.08
07070 - Dishwasher	8.48
07130 - Meat Cutter	13.08
07250 - Waiter/Waitress	9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.24
09040 - Furniture Handler	10.92
09070 - Furniture Refinisher	16.24
09100 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.45
09130 - Upholsterer	16.24
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.48
11060 - Elevator Operator	8.48
11090 - Gardener	11.18
11121 - House Keeping Aid I	7.58
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.48
11210 - Laborer, Grounds Maintenance	9.32
11240 - Maid or Houseman	7.58
11270 - Pest Controller	12.34
11300 - Refuse Collector	8.48
11330 - Tractor Operator	10.84
11360 - Window Cleaner	9.32
12000 - Health Occupations	

12020 - Dental Assistant	12.09
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.02
12071 - Licensed Practical Nurse I	10.85
12072 - Licensed Practical Nurse II	12.18
12073 - Licensed Practical Nurse III	13.62
12100 - Medical Assistant	10.13
12130 - Medical Laboratory Technician	12.40
12160 - Medical Record Clerk	9.34
12190 - Medical Record Technician	12.93
12221 - Nursing Assistant I	8.32
12222 - Nursing Assistant II	9.35
12223 - Nursing Assistant III	10.20
12224 - Nursing Assistant IV	11.47
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	11.71
12311 - Registered Nurse I	17.15
12312 - Registered Nurse II	20.97
12313 - Registered Nurse II, Specialist	20.97
12314 - Registered Nurse III	25.39
12315 - Registered Nurse III, Anesthetist	25.39
12316 - Registered Nurse IV	30.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.03
13011 - Exhibits Specialist I	15.19
13012 - Exhibits Specialist II	18.39
13013 - Exhibits Specialist III	22.05
13041 - Illustrator I	15.19
13042 - Illustrator II	18.39
13043 - Illustrator III	22.05
13047 - Librarian	19.96
13050 - Library Technician	11.63
13071 - Photographer I	14.19
13072 - Photographer II	14.73
13073 - Photographer III	17.84
13074 - Photographer IV	21.28
13075 - Photographer V	25.76
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.59
15030 - Counter Attendant	6.59
15040 - Dry Cleaner	8.03
15070 - Finisher, Flatwork, Machine	6.59
15090 - Presser, Hand	6.59
15100 - Presser, Machine, Drycleaning	6.59
15130 - Presser, Machine, Shirts	6.59
15160 - Presser, Machine, Wearing Apparel, Laundry	6.59
15190 - Sewing Machine Operator	8.60
15220 - Tailor	9.11
15250 - Washer, Machine	7.09
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.82
19040 - Tool and Die Maker	19.55
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	10.39
21020 - Material Coordinator	13.34
21030 - Material Expediter	13.34
21040 - Material Handling Laborer	8.72

21050 - Order Filler	9.06
21071 - Forklift Operator	10.45
21080 - Production Line Worker (Food Processing)	10.46
21100 - Shipping/Receiving Clerk	10.04
21130 - Shipping Packer	10.04
21140 - Store Worker I	9.35
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.07
21210 - Tools and Parts Attendant	10.82
21400 - Warehouse Specialist	10.82
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.81
23040 - Aircraft Mechanic Helper	13.97
23050 - Aircraft Quality Control Inspector	19.80
23060 - Aircraft Servicer	15.90
23070 - Aircraft Worker	16.87
23100 - Appliance Mechanic	16.24
23120 - Bicycle Repairer	13.11
23125 - Cable Splicer	17.58
23130 - Carpenter, Maintenance	16.24
23140 - Carpet Layer	15.34
23160 - Electrician, Maintenance	19.77
23181 - Electronics Technician, Maintenance I	18.35
23182 - Electronics Technician, Maintenance II	20.39
23183 - Electronics Technician, Maintenance III	21.30
23260 - Fabric Worker	14.46
23290 - Fire Alarm System Mechanic	17.10
23310 - Fire Extinguisher Repairer	13.57
23340 - Fuel Distribution System Mechanic	17.10
23370 - General Maintenance Worker	15.34
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.10
23430 - Heavy Equipment Mechanic	17.10
23440 - Heavy Equipment Operator	14.33
23460 - Instrument Mechanic	17.10
23470 - Laborer	9.64
23500 - Locksmith	16.24
23530 - Machinery Maintenance Mechanic	16.61
23550 - Machinist, Maintenance	16.69
23580 - Maintenance Trades Helper	12.70
23640 - Millwright	17.10
23700 - Office Appliance Repairer	16.24
23740 - Painter, Aircraft	17.86
23760 - Painter, Maintenance	16.24
23790 - Pipefitter, Maintenance	17.10
23800 - Plumber, Maintenance	16.24
23820 - Pneudraulic Systems Mechanic	17.10
23850 - Rigger	17.10
23870 - Scale Mechanic	15.34
23890 - Sheet-Metal Worker, Maintenance	17.10
23910 - Small Engine Mechanic	15.34
23930 - Telecommunication Mechanic I	17.10
23931 - Telecommunication Mechanic II	18.00
23950 - Telephone Lineman	17.10
23960 - Welder, Combination, Maintenance	17.10
23965 - Well Driller	17.10
23970 - Woodcraft Worker	17.10
23980 - Woodworker	13.57

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.94
24580 - Child Care Center Clerk	11.56
24600 - Chore Aid	8.55
24630 - Homemaker	13.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.06
25040 - Sewage Plant Operator	17.86
25070 - Stationary Engineer	18.81
25190 - Ventilation Equipment Tender	12.70
25210 - Water Treatment Plant Operator	16.24
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	11.45
27006 - Corrections Officer	13.20
27010 - Court Security Officer	13.69
27040 - Detention Officer	13.20
27070 - Firefighter	13.52
27101 - Guard I	8.50
27102 - Guard II	13.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	12.85
28020 - Hatch Tender	12.85
28030 - Line Handler	12.85
28040 - Stevedore I	12.16
28050 - Stevedore II	13.67
29000 - Technical Occupations	
21150 - Graphic Artist	18.14
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	13.54
29024 - Archeological Technician II	16.17
29025 - Archeological Technician III	18.39
29030 - Cartographic Technician	19.10
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.51
29040 - Civil Engineering Technician	16.72
29061 - Drafter I	13.02
29062 - Drafter II	14.63
29063 - Drafter III	16.14
29064 - Drafter IV	18.39
29081 - Engineering Technician I	13.51
29082 - Engineering Technician II	15.27
29083 - Engineering Technician III	17.16
29084 - Engineering Technician IV	19.84
29085 - Engineering Technician V	23.62
29086 - Engineering Technician VI	28.57
29090 - Environmental Technician	17.75
29100 - Flight Simulator/Instructor (Pilot)	25.94
29160 - Instructor	18.88
29210 - Laboratory Technician	16.91
29240 - Mathematical Technician	19.54
29361 - Paralegal/Legal Assistant I	13.88
29362 - Paralegal/Legal Assistant II	18.34
29363 - Paralegal/Legal Assistant III	22.43
29364 - Paralegal/Legal Assistant IV	28.38

29390 - Photooptics Technician	17.75
29480 - Technical Writer	23.91
29491 - Unexploded Ordnance (UXO) Technician I	18.49
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.49
29495 - Unexploded (UXO) Sweep Personnel	18.49
29620 - Weather Observer, Senior (3)	18.46
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.56
29622 - Weather Observer, Upper Air (3)	16.56
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.77
31260 - Parking and Lot Attendant	6.72
31290 - Shuttle Bus Driver	10.11
31300 - Taxi Driver	7.80
31361 - Truckdriver, Light Truck	10.11
31362 - Truckdriver, Medium Truck	10.77
31363 - Truckdriver, Heavy Truck	13.07
31364 - Truckdriver, Tractor-Trailer	13.07
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.07
99030 - Cashier	7.30
99041 - Carnival Equipment Operator	10.84
99042 - Carnival Equipment Repairer	11.58
99043 - Carnival Worker	8.48
99050 - Desk Clerk	8.94
99095 - Embalmer	17.39
99300 - Lifeguard	9.72
99310 - Mortician	17.03
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.39
99500 - Recreation Specialist	12.39
99510 - Recycling Worker	10.84
99610 - Sales Clerk	9.59
99620 - School Crossing Guard (Crosswalk Attendant)	8.48
99630 - Sport Official	8.77
99658 - Survey Party Chief (Chief of Party)	16.86
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.64
99660 - Surveying Aide	9.96
99690 - Swimming Pool Operator	14.23
99720 - Vending Machine Attendant	11.80
99730 - Vending Machine Repairer	14.23
99740 - Vending Machine Repairer Helper	11.80

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD 01 OCT 03 THRU 30 SEP 04 FFP MAINTAIN & REPAIR GOVERNMENT OWNED SCALES POST WIDE COMPLYING WITH SPECIFICATIONS (SE TE 1) AND ALL OTHER TERMS AND CONDITIONS HEREIN. PERIOD ARE DIVIDING IN THE FOLLOWING STAGES: 1ST QTR 01 OCT 2003 - 31 DEC 2003, 2ND QTR 1 JAN 04 - 31 MAR 2004, 3RD QTR 1 APR 2004 - 30 JUN 04, 4TH QTR 1 JUL 2004 - 30 SEP 04.		Quarter (Time)		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		4	Quarter (Time)		
	Repair of Scales Bldg O-1900 FFP Repair and maintenance of Scales Bldg O-1900 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		4	Quarter (Time)		
	Repair of Scales Bldg R-2261 FFP Repair and maintenance of Scales Bldg R-2261 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		4	Quarter (Time)		
	Repair of Scales Bldg 8-T-2926 FFP Repair and maintenance of Scales Bldg 8-T-2926 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		4	Quarter (Time)		
	Repair of Scales Bldg AT-6605 FFP Repair and maintenance of Scales Bldg AT-6605 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		4	Quarter (Time)		
	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		4	Quarter (Time)		
	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		4	Quarter (Time)		
	Repair of Scales Bldg O-3553 FFP Repair and maintenance of Scales Bldg O-3553 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		4	Quarter (Time)		
	Repair of Scales Bldg O-9120 FFP Repair and maintenance of Scales Bldg O-9120 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		4	Quarter (Time)		
	Repair of Scales Bldg O-9034 FFP Repair and maintenance of Scales Bldg O-9034 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		4	Quarter (Time)		
	Repair of Scales Bldg J-1737 FFP Repair and maintenance of Scales Bldg J-1737 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		4	Quarter (Time)		
	Repair of Scales Bldg Y-5015 FFP Repair and maintenance of Scales Bldg Y-5015 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM		4	Quarter (Time)		
	Repair of Scales Bldg 3-1937 FFP Repair and maintenance of Scales Bldg 3-1937 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN		4	Quarter (Time)		
	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP		4	Quarter (Time)		
	Repair of Scales Bldg W-1967 FFP Repair and maintenance of Scales Bldg W-1967 according to the attached statement of work which is incorporated into and becomes part of this contract. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ	NFWT DAMAGE FFP Repair of damage determined to be not from Fair Wear and Tear. Exact definitions and standards of determination are set forth in the attached statement of work with is hereby made part of this contract. Emergency Services Scales. Quote on hourly rate to include transportation costs to cover emergency services. The Gov't will fund this item as a not to exceed itme at time of award to cover the cost of 2 each Emergency Services. "Notice To Supplier" This is a firm order ONLY if your price does not exceed the maximum line item or total price in the schedule. Submit invoice to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the contracting officer immediately, giving your quotation. PURCHASE REQUEST NUMBER: PWBOMA-3192-N301	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR	PARTS AND MATERIALS FFP PARTS AND MATERIALS. CONTRACTOR SHALL PROVIDE COMMERCIAL PRICE LIST FOR PARTS, MATERIAL AND DISCOUNT THAT WILL BE PROVIDED TO GOV'T. THE GOV'T WILL FUND THIS ITEMS COST OF PART AND MATERIAL PURCHASE REQUEST NUMBER: PWBOMA-3192-N301	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Quarter (Time)		

FIRST OPTION PERIOD 01 OCT 04 - 30 SEP05

FFP

MAINTAIN & REPAIR GOVERNMENT OWNED SCALES POST WIDE

COMPLYING WITH SPECIFICATIONS (SEE TE 1) AND ALL OTHER TERM AND
CONDITIONS HEREIN. PERIOD ARE DIVIDING IN THE FOLLOWING STAGES:

1ST QTR 01 OCT 2004 - 31 DEC 2004, 2ND QTR 1 JAN 05 - 31 MAR 2005, 3RD QTR
1 APR 2005 - 30 JUN 05, 4TH QTR 1 JUL 2005 - 30 SEP 05.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		4	Quarter (Time)		

OPTION

Repair of Scales Bldg O-1900

FFP

Repair and maintenance of Scales Bldg O-1900 according to the attached statement
of work which is incorporated into and becomes part of this contract.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		4	Quarter (Time)		
OPTION	Repair of Scales Bldg R-2261 FFP Repair and maintenance of Scales Bldg R-2261 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		4	Quarter (Time)		
OPTION	Repair of Scales Bldg 8-T-2926 FFP Repair and maintenance of Scales Bldg 8-T-2926 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		4	Quarter (Time)		
OPTION	Repair of Scales Bldg AT-6605 FFP Repair and maintenance of Scales Bldg AT-6605 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		4	Quarter (Time)		
OPTION	Repair of Scales Bldg O-3553 FFP Repair and maintenance of Scales Bldg O-3553 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH		4	Quarter (Time)		
OPTION	Repair of Scales Bldg O-9120 FFP Repair and maintenance of Scales Bldg O-9120 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ		4	Quarter (Time)		
OPTION	Repair of Scales Bldg O-9034 FFP Repair and maintenance of Scales Bldg O-9034 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1737 FFP Repair and maintenance of Scales Bldg J-1737 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL		4	Quarter (Time)		
OPTION	Repair of Scales Bldg Y-5015 FFP Repair and maintenance of Scales Bldg Y-5015 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM		4	Quarter (Time)		
OPTION	Repair of Scales Bldg 3-1937 FFP Repair and maintenance of Scales Bldg 3-1937 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP		4	Quarter (Time)		
OPTION	Repair of Scales Bldg W-1967 FFP Repair and maintenance of Scales Bldg W-1967 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ		1	Lump Sum		
OPTION	NFWT DAMAGE FFP Repair of damage determined to be not from Fair Wear and Tear. Exact definitions and standards of determination are set forth in the attached statement of work with is hereby made part of this contract. Emergency Services Scales. Quote on hourly rate to include transportation costs to cover emergency services. The Gov't will fund this item as a not to exceed itme at time of award to cover the cost of 2 each Emergency Services. "Notice To Supplier" This is a firm order ONLY if your price does not exceed the maximum line item or total price in the schedule. Submit invoice to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the contracting officer immediately, giving your quotation.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AR OPTION	PARTS AND MATERIALS FFP PARTS AND MATERIALS. CONTRACTOR SHALL PROVIDE COMMERCIAL PRICE LIST FOR PARTS, MATERIAL AND DISCOUNT THAT WILL BE PROVIDED TO GOV'T. THE GOV'T WILL FUND THIS ITEMS COST OF PART AND MATERIAL	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECOND OPTION PERIOD 01OCT05 - 30SEP06 FFP MAINTAIN & REPAIR GOVERNMENT OWNED SCALES POST WIDE COMPLYING WITH SPECIFICATIONS (SE TE 1) AND ALL OTHER TERM AND CONDITIONS HEREIN. PERIOD ARE DIVIDING IN THE FOLLOWING STAGES: 1ST QTR 01 OCT 2005 - 31 DEC 2005, 2ND QTR 1 JAN 06 - 31 MAR 2006, 3RD QTR 1 APR 2006 - 30 JUN 06, 4TH QTR 1 JUL 2006 - 30 SEP 06.		Quarter (Time)		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		4	Quarter (Time)		
OPTION	Repair of Scales Bldg O-1900 FFP Repair and maintenance of Scales Bldg O-1900 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		4	Quarter (Time)		
OPTION	Repair of Scales Bldg R-2261 FFP Repair and maintenance of Scales Bldg R-2261 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		4	Quarter (Time)		
OPTION	Repair of Scales Bldg 8-T-2926 FFP Repair and maintenance of Scales Bldg 8-T-2926 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		4	Quarter (Time)		
OPTION	Repair of Scales Bldg AT-6605 FFP Repair and maintenance of Scales Bldg AT-6605 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		4	Quarter (Time)		
OPTION	Repair of Scales Bldg O-3553 FFP Repair and maintenance of Scales Bldg O-3553 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH		4	Quarter (Time)		
OPTION	Repair of Scales Bldg O-9120 FFP Repair and maintenance of Scales Bldg O-9120 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ		4	Quarter (Time)		
OPTION	Repair of Scales Bldg O-9034 FFP Repair and maintenance of Scales Bldg O-9034 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AK		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1737 FFP Repair and maintenance of Scales Bldg J-1737 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AL		4	Quarter (Time)		
OPTION	Repair of Scales Bldg Y-5015 FFP Repair and maintenance of Scales Bldg Y-5015 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AM		4	Quarter (Time)		
OPTION	Repair of Scales Bldg 3-1937 FFP Repair and maintenance of Scales Bldg 3-1937 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AN		4	Quarter (Time)		
OPTION	Repair of Scales Bldg J-1334 FFP Repair and maintenance of Scales Bldg J-1334 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AP		4	Quarter (Time)		
OPTION	Repair of Scales Bldg W-1967 FFP Repair and maintenance of Scales Bldg W-1967 according to the attached statement of work which is incorporated into and becomes part of this contract.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AQ OPTION	NFWT DAMAGE FFP Repair of damage determined to be not from Fair Wear and Tear. Exact definitions and standards of determination are set forth in the attached statement of work with is hereby made part of this contract. Emergency Services Scales. Quote on hourly rate to include transportation costs to cover emergency services. The Gov't will fund this item as a not to exceed itme at time of award to cover the cost of 2 each Emergency Services. "Notice To Supplier" This is a firm order ONLY if your price does not exceed the maximum line item or total price in the schedule. Submit invoice to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the contracting officer immediately, giving your quotation.	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AR OPTION	PARTS AND MATERIALS FFP PARTS AND MATERIALS FOR SCALES. CONTRACTOR SHALL PROVIDE COMMERCIAL PRICE LIST FOR PARTS, MATERIAL AND DISCOUNT THAT WILL BE PROVIDED TO GOV'T. THE GOV'T WILL FUND THIS ITEMS COST OF PART AND MATERIAL	1	Lump Sum		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0001AJ	Destination	Government	Destination	Government
0001AK	Destination	Government	Destination	Government
0001AL	Destination	Government	Destination	Government
0001AM	Destination	Government	Destination	Government
0001AN	Destination	Government	Destination	Government
0001AP	Destination	Government	Destination	Government
0001AQ	Destination	Government	Destination	Government
0001AR	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0002AD	N/A	N/A	N/A	Government
0002AE	N/A	N/A	N/A	Government
0002AF	N/A	N/A	N/A	Government
0002AG	N/A	N/A	N/A	Government
0002AH	N/A	N/A	N/A	Government
0002AJ	N/A	N/A	N/A	Government
0002AK	N/A	N/A	N/A	Government
0002AL	N/A	N/A	N/A	Government
0002AM	N/A	N/A	N/A	Government
0002AN	N/A	N/A	N/A	Government
0002AP	N/A	N/A	N/A	Government
0002AQ	N/A	N/A	N/A	Government
0002AR	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
0003AD	N/A	N/A	N/A	Government
0003AE	N/A	N/A	N/A	Government
0003AF	N/A	N/A	N/A	Government
0003AG	N/A	N/A	N/A	Government
0003AH	N/A	N/A	N/A	Government
0003AJ	N/A	N/A	N/A	Government
0003AK	N/A	N/A	N/A	Government
0003AL	N/A	N/A	N/A	Government
0003AM	N/A	N/A	N/A	Government
0003AN	N/A	N/A	N/A	Government
0003AP	N/A	N/A	N/A	Government
0003AQ	N/A	N/A	N/A	Government
0003AR	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AB	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AC	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AD	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AE	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AF	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AG	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AH	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AJ	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AK	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AL	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AM	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AN	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AP	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	

0001AQ	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0001AR	POP 01-OCT-2003 TO 30-SEP-2004	N/A	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0002AE	N/A	N/A	N/A	N/A
0002AF	N/A	N/A	N/A	N/A
0002AG	N/A	N/A	N/A	N/A
0002AH	N/A	N/A	N/A	N/A
0002AJ	N/A	N/A	N/A	N/A
0002AK	N/A	N/A	N/A	N/A
0002AL	N/A	N/A	N/A	N/A
0002AM	N/A	N/A	N/A	N/A
0002AN	N/A	N/A	N/A	N/A
0002AP	N/A	N/A	N/A	N/A
0002AQ	N/A	N/A	N/A	N/A
0002AR	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
0003AB	N/A	N/A	N/A	N/A
0003AC	N/A	N/A	N/A	N/A
0003AD	N/A	N/A	N/A	N/A
0003AE	N/A	N/A	N/A	N/A
0003AF	N/A	N/A	N/A	N/A

0003AG N/A	N/A	N/A	N/A
0003AH N/A	N/A	N/A	N/A
0003AJ N/A	N/A	N/A	N/A
0003AK N/A	N/A	N/A	N/A
0003AL N/A	N/A	N/A	N/A
0003AM N/A	N/A	N/A	N/A
0003AN N/A	N/A	N/A	N/A
0003AP N/A	N/A	N/A	N/A
0003AQ N/A	N/A	N/A	N/A
0003AR N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.213-2	Invoices	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-3	Protest After Award	AUG 1996
52.247-28	Contractor's Invoices	APR 1984
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved,

including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.00-4005 INVOICES AND PAYMENT - PWBC (MAR 2000)

(a) **Invoices: PROVIDE ORIGINAL AND (3) COPIES OF INVOICE TO PWBC, BLDG # CMD, ATTN: LADONNA F. SLICKER, FORT BRAGG NC 28310.**

(b) **Payment will be made by: CHOOSE ONE:**

(1) **IMPAC (VISA CREDIT CARD).**

(2) **DFAS (ELECTRONIC FUNDS TRANSFER (EFT)).**

(End of clause)

52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:

AMOUNT:

Workmen's Compensation and

Amount required by the State in which this contract is performed

Occupational Disease Insurance

Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage (End of Clause)

52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____
 Description: _____

 —

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____ Description: _____

 —

Financial Reference:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Account Number: _____

(End of Clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Past Performance- The Government intend to award a contract to the responsible quoter who offers the lowes reasonable price and has satisfactory past performance. SEE 52.000-4023.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision

on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--

Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or

reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

- ___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- XX_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- XX_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (MAY 2002) of 52.225-3.
- ___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX__ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

SCALE MECHANIC, WAGE STEP 1, \$14.90

XX__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

or

<http://farsite.hill.af.mil>

or

<http://www.ditc/mil/dfars>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)